

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J LBR 9004-1(b)

Mark Haynes
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Irvington, NJ 07711
Debtor Pro se
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2024 MAY 28 P 3:01

[Signature]

Case No. 24-12563-SLM
Chapter: 13
Hearing Date: July 11, 2024
Judge: Stacey L. Meisel

In Re:

MARK HAYNES,

Debtor

NOTICE OF OBJECTION TO YOUR CLAIM

To: FIFTH AND 106TH ST. ASSOCIATES, L.P., Claim Holder

The Debtor, Mark Haynes has filed the enclosed Objection to your Proof of Claim #1, Docket#24-12563, which seeks to alter your claim by reducing the amount of the claim.

If you disagree with the objection, you must file a response to the Objection with the Clerk of the Bankruptcy Court at the address below on or before June 21, 2024.

At the same time, you must also serve a copy of the response upon the Debtor, Mark Haynes at 38 W. Avon Avenue, Irvington, NJ 07711.

If you file a response, you or your attorney must appear at a hearing on the objection that will be held before the honorable Stacey L. Meisel on July 11, 2024 at 10:00am at the United States Bankruptcy Court, District of New Jersey, 40 Walnut Street, Newark, NJ, Courtroom #3.

IF YOU DO NOT RESPOND TO THE OBJECTION, THE COURT MAY GRANT THE RELIEF DEMANDED BY THE OBJECTION WITHOUT FURTHER NOTICE OR HEARING.

In re:

Case No. 24-12563-SLM

Chapter: 13

MARK HAYNES,

Debtor

OBJECTION TO PROOF OF CLAIM #1

1. The Debtor pro se commenced this action by the filing of a Chapter 13 petition on December 8, 2023. Thus this court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and 157. This is a core proceeding under 28U.S.C. § 157(b)(2)(B).
2. Claimant has filed an unsecured, non priority claim against Debtor on December 11, 2023. **Exhibit A**
3. Debtor had been a tenant of the Lakeview Apartments, a low income housing development in Harlem, located at 4 East 107th Street, Apt 15B, New York NY 10029, since 2003. Debtor vacated the long time residence on December 31, 2023.
4. Additional occupants in the unit since 2003 include my two daughters, Cydney and Courtney, who are now 20 and 17 years old respectively and their caretaker. My children were literally born and raised at the Lakeview Apartments.
5. Debtor has always recertified for the HUD unit over the years and received a new lease every year. In 2018 Debtor had a spike in income due to a large government contract procured by my employer. As a result, debtor's rent jumped up to \$1905 (with no HUD subsidy) which was considered the fair market rent, which debtor paid for the period October 1, 2018 - September 30, 2019 as per the lease agreement.
See **Exhibit B**
6. On or about September 2019, after debtor did not submit re-certification papers in a timely manner, Debtor was informed by the Claimant that my rent would be \$3770.

7. Debtor has been in an ongoing dispute with creditor since 2019. The following are the rent rates that I

was assessed over the 18 years: 2003 - 2009 - **\$769**; 2009 - 2018 - **\$893**; 10/1/2018 - 9/30/2019 - **\$1905**; 10/1/2019 - 9/30/2020 - **\$3770**. At the time of this filing the rent was **\$3911**. **Exhibit C**

8. On March 6, 2020 Landlord commenced summary proceeding in the Civil Court, New York County, Housing Part entitled: *Fifth and 106th Associates v Mark Haynes, Index# L&T 054860/20* which they never served on Defendant. Allegedly due to the federal and state moratorium due to COVID-19 epidemic.

Exhibit D

9. On March 23, 2021 debtor filed a rent overcharge complaint with NYS HOMES AND COMMUNITY RENEWAL (HCR), Case# JO410033R. In addition, HCR has stated that the case is still open and has not yet been decided. There is the possibility that the HUD Project Section 8 contract with private landlords may be in conflict with the NYS Tenant Protection Act of 2019. **Exhibit E**

10. Debtor was encouraged by management to participated in the Emergency Rental Assistance Program (ERAP). Debtor filed their portion of the application on or about September 2021. Landlord filed their rent request at the inflated amount to the federal government and received funds for unpaid rent payments in the amount of \$56,715 on or about April 19, 2022. **Exhibit F**

11. Claimant has stated that Debtor was bound by the Lease terms from October 1, 2018 (Document #15 on the Docket Sheet). The RIDER TO HUD MODEL LEASE clearly spells out the amount that the fair market rent increase will be. **Exhibit G**

12. Accordingly, Debtor contracted the CPA firm, Diversified Financial Services, to re-calculate what the actual rent that Debtor owed based on the RIDER, which was \$112, 197.57. **Exhibit H**

13. Diversified's calculations are consistent with HUD fair market rents for the NYC County rates.

Exhibit I

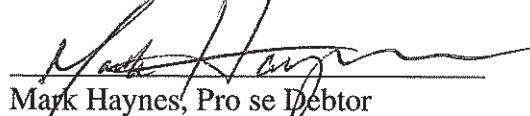
14. Debtor has not tried to get out of paying rent but rather has wanted to pay the rent based on the Lease Agreement, without a HUD subsidy.

15. Debtor's rent calculation in the Chapter 13 Plan is based on the actual rent that should have been charged in the amount of \$112,197.57 minus the ERAP rent paid to Claimant in the amount of \$56,715 which totals \$55,482.57.

WHEREFORE, the Debtor prays that the court enter an Order reducing the claimant's to a sum

of \$55,482.57.

Date: May 28, 2024



Mark Haynes, Pro se Debtor
38 W Avon Avenue
Irvington, NJ 07711
917-498-0646

TO: Honorable Judge Stacey L. Meisel
U.S. Bankruptcy Court New Jersey (Newark)
Martin Luther King, Jr. Federal Building
50 Walnut Street
Newark, NJ 07102

Marie-Ann Greenberg
Chapter 13 Standing Trustee
30 Two Bridges Road
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